

King County Policies and Procedures for Siting Emergency Temporary Homeless
Encampments

Definitions

SHARE/WHEEL: Seattle Housing and Resource Effort (SHARE) and Women's Housing Equality and Enhancement League (WHEEL), non-profit organizations together responsible for the ongoing operation of numerous emergency shelters including homeless encampments. At this time, SHARE/WHEEL is the only organization that has provided temporary emergency homeless encampments in Seattle and King County but other organizations may assume SHARE/WHEEL'S responsibilities or likewise provide alternative housing.

Sponsoring agency: Church or other organization that joins SHARE/WHEEL in an application for a city or county permit (or relevant process as per the individual jurisdiction) and assumes responsibility for providing basic services and support to temporary emergency homeless encampment residents, such as hot meals, coordination of other needed donations and services, etc.

Host: Owner of site property. In some cases, this may be the same entity as the sponsoring agency.

County land: For the purpose of siting Emergency Homeless Encampments, public land is all land owned by King County excluding park land.

Private land: All other land.

Temporary Use Permit: Refer to King County Code 21A.32

Special Use Permit: Refer to King County Code 14.30

Policies and Procedures

A. Site Selection

1. Temporary emergency homeless encampments may be located on private or public land.
2. If any sponsoring agency is not the owner of the site property, it must secure an agreement in writing to sponsor the temporary emergency homeless encampment with the property owner who will be host.
3. SHARE/WHEEL and any sponsoring agency shall promptly notify the appropriate local government department(s) responsible for land use of the agreement, including cities containing or contiguous to the temporary

emergency homeless encampment site immediately after a site is identified. Seattle-King County Department of Public Health, Healthcare for the Homeless Program, shall also be promptly notified.

4. Conditions included in a special use permit for any temporary emergency homeless encampment on county land located in a separate jurisdiction shall make such permit subject to the land use permit process of that jurisdiction as required by law.
 5. Use of county land for a temporary emergency homeless encampment site requires the issuance of a special use permit with conditions for such use in conformance with law. If SHARE/WHEEL and any sponsoring organizations seek to use county land for a temporary emergency homeless encampment site, they shall make an application to the County Real Estate Services Section for a special use permit at least 30 days in advance of the desired date to commence such use.
 6. The special use permit for any temporary emergency homeless encampment shall be deemed to be for a use having mutual and offsetting benefit to King County and/or for the low income, therefore, shall waive fees.
- B. County Policies for Temporary Emergency Homeless Encampments
1. The maximum number of residents shall be determined taking into consideration site conditions, but in no case shall be greater than 100 at any one time.
 2. The space must be sufficient to accommodate tents and necessary on-site facilities, sanitary portable toilets in the number required to meet capacity guidelines, hand washing stations by the toilets and by the food area, refuse receptacles, food tent and security tent.
 3. The encampment must be within a quarter mile of a bus stop with seven day per week bus service available, or the sponsor must demonstrate ability for residents to obtain access to the nearest public transportation stop.
 4. The encampment site must provide suitable buffers from surrounding properties:
 - a. A minimum 20 foot setback in each direction from the boundary of the lot on which the encampment is located, excluding access, and either:
 - b. Established vegetation sufficiently dense to obscure view; or
 - c. A six foot high, view-obscuring fabric fence.
 5. Conditions included in a special use permit for any temporary emergency homeless encampment must consider impacts to on-street and on-site parking.

- a. On-street parking: The availability of on-street parking will be considered in selecting encampment sites if the encampment would displace on-site parking normally utilized by the host or surrounding neighborhood. The sponsoring agency shall endeavor not to displace established parking.
 - b. On-site parking: The sponsoring agency shall select potential host sites with available on-site parking and access for vehicles associated with the encampment.
6. The duration of a temporary emergency homeless encampment at any specific location shall not exceed three consecutive months at any one time, and not exceed six months in any two year period.
7. Children under the age of 18 shall not be permitted to stay overnight in the temporary emergency homeless encampment except under exigent circumstances. If a child under the age of 18, either alone or accompanied by a parent or guardian attempts to stay overnight, SHARE/WHEEL will immediately contact Child Protective Services and endeavor to find alternative shelter for the child and any accompanying parent(s) or guardian(s).
8. SHARE/WHEEL shall keep a log of all people who stay overnight in the encampment, including names and dates. Logs shall be kept for a minimum of six months.
9. SHARE/WHEEL shall take all reasonable and legal steps to obtain verifiable identification, such as a driver's license, government-issued identification card, military identification or passport from prospective and existing temporary emergency homeless encampment residents.
10. SHARE/WHEEL shall use identification to obtain sex offender and warrant checks from the King County Sheriff's Office or relevant local police department. If said warrant and sex offender checks reveal either (a) an existing or outstanding warrant from any jurisdiction in the United States for the arrest of the individual who is the subject of the check; or (b) the subject of the check is a sex offender, required to register with the County Sheriff of their county of residence pursuant to RCW 9A.44.130, then SHARE/WHEEL will reject the subject of the check for residency to Tent City 4 or eject the subject of the check if that person is already a Tent City 4 resident.
11. SHARE/WHEEL shall immediately contact the King County Sheriff's Office or relevant local city police if the reason for rejection or ejection of an individual from Tent City 4 is an active warrant or a match on the sex offender check, or if, in the opinion of the on-duty Executive Committee

member or the on-duty security staff the rejected/ejected person is a potential threat to the community.

12. SHARE/WHEEL shall permit access to the site at all times for the King County Sheriff's Office or relevant city police department. Camp leadership and security shall become familiar with duty officers and shall be free to discuss security issues and concerns with them.
13. SHARE/WHEEL shall maintain and enforce a strict code of conduct, and shall have a system for ensuring that all prospective residents know and have signed this code prior to establishing residency in the encampment:
 - a. No alcohol.
 - b. No illegal drugs.
 - c. No weapons.
 - d. Knives over 3 ½ inches shall be turned into SHARE/WHEEL for safekeeping.
 - e. No open flames.
 - f. No trespassing onto private property.
 - g. No loitering in the host neighborhood.
 - h. No disturbing neighbors.
 - i. No verbal abuse, intimidating remarks, yelling or degrading remarks against members of the sponsoring agency, or neighborhood.
 - j. No littering in the encampment or in the host neighborhood.
14. Health, safety, zoning, land use and environmental laws and regulations shall be adhered to.
15. No permanent structures shall be erected on the site of the temporary emergency homeless encampment.
16. The site shall be left in good condition upon completion of stay.
17. Permit inspections of the encampment may be conducted by the Fire District without prior notice. SHARE/WHEEL shall implement all directives of the Fire District within 48 hours.
18. SHARE/WHEEL will permit inspections of its encampments by Public Health-Seattle and King County without prior notice. SHARE/WHEEL will implement all directives of Seattle-King County Department of Public Health (Public Health) within the time specified by Public Health. SHARE/WHEEL will pay particular attention to assuring that Public Health guidelines on food donations, handling, and storage (including proper temperature control) are followed, and have a system for ensuring that encampment residents involved in food donations and storage are made aware of these guidelines. When Public Health asks to address

encampment residents and leadership to communicate directives and recommendations, SHARE/WHEEL will organize such an opportunity in the time period specified by Public Health.

19. Permit inspections of the encampment by county staff may be made at reasonable times without prior notice for assessing compliance with the terms of the permit.
 20. A regular trash patrol in the immediate vicinity of the permit area shall be provided.
 21. King County is not responsible for the actions, inactions or omissions of SHARE/WHEEL, the sponsoring agency or of any resident of the emergency homeless encampment. All residents shall sign a statement at registration acknowledging the residents' willingness to comply with the Code of Conduct, and agreeing not to bring a claim or action against the county for injuries or occurrences happening within or around the emergency encampment, irrespective of fault or negligence.
 22. If SHARE/WHEEL and its Executive Committee fail to take action against a resident who violates the terms and conditions of this permit, it may result in immediate termination of use. If King County learns of uncontrolled violence or acts of undisciplined violence by residents of the encampment and SHARE/WHEEL has not adequately addressed the situation, the permit may be immediately terminated.
- C. Community Notification for temporary emergency homeless encampments on county land outside unincorporated King County when local jurisdiction does not have a community notification process.
1. SHARE/WHEEL in partnership with the sponsoring agency shall provide notification to the local community a minimum of 30 days prior to the start of the temporary emergency homeless encampment.
 2. SHARE/WHEEL in partnership with the sponsoring agency shall hand deliver or mail notification to all residences and businesses within 500 feet of the boundary of the proposed temporary emergency homeless encampment site.
 3. The notification shall contain the following specific information:
 - a. Name of sponsoring agency.
 - b. Name of host.
 - c. Date encampment will begin.
 - d. Length of encampment.
 - e. Maximum number of residents allowed.
 - f. Planned site of the encampment.

- g. Date(s), time(s) and location(s) of community meeting(s) about the encampment.
 - h. Contact information including names and phone numbers for both SHARE/WHEEL and the sponsoring agency.
 - i. If the encampment is on county land or located in unincorporated King County, there shall also be a county contact person or agency identified in the notification.
 - 4. There shall be at least one community notification meeting.
 - 5. The community meeting shall be held on the site itself, or nearby. The purpose of the meeting(s) is to provide community members and immediate neighbors with information regarding the proposed duration and operation of the temporary emergency homeless encampment, conditions that will be placed on the operation of the temporary emergency homeless encampment, and to answer questions regarding the encampment.
- D. These policies and procedures shall apply to any organization in addition to SHARE/WHEEL that chooses to provide homeless encampments in King County.